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will of the business or to obtain relief from the competition of the seller, *held*, that the agreement was not void as against public policy.

Contracts in unreasonable restraint of trade are illegal; this is a very old doctrine, a case being found in the Year Book, in which Mr. Justice Hall lost his temper at the very sight of the bond and exclaimed with an oath that if the plaintiff had been in court he should have gone to prison until he had paid a fine. 2 *Henry V.*, *Term. Pash. pl.* 26. A restraint upon trade, in order to be good at law, must be partial, reasonable, and founded upon a valuable consideration. *Mitchell v. Reynolds*, 1 P. Wms. 181; *Gamewell Fire Alarm Tel. Co. v. Crane*, 160 Mass. 50; *Perls v. Saalfeld*, [1892] 2 Ch. 149; *Ryan v. Hamilton*, 205 Ill. 191. Within the last few years a change has taken place in the views expressed by judges as to the test of illegality in contracts in restraint of trade: the true criterion is now said to be, not whether the restraint is general or partial, but whether it is reasonable or unreasonable. Equity is loath to enforce a contract in restraint of trade, even although it be good at law, if the terms are hard or even complex. Contracts in restraint of trade, however, if they are reasonable, and not because of any circumstances of hardship under which they were executed, will be enforced in equity. *Bispm's Principles of Equity*, Section 228. A patentee and manufacturer of guns and ammunition covenanted with a company to which his patents and business had been transferred, not to engage, for twenty-five years, in the business of manufacturing guns and ammunition, it was held that the contract was not in restraint of trade. *Nordenfellt v. Maxim-Nordenfellt* [1904] App. Cas. 535.

CONTRACTS—SUBSTANTIAL PERFORMANCE—TIME OF PERFORMANCE.—NEW JERSEY CO. v. NATHANIEL WISE CO., 105 N. Y. SUP. 232.—*Held*, that the delivery of brick, under a contract providing that the brick should be delivered not later than a day named, on the day succeeding at 6:25 A. M. constituted a substantial performance of the contract.

COVENANTS—DESTRUCTIVE COVENANTS.—PARTIES ENTITLED TO ENFORCE.—KORN v. CAMPBELL, 104 N. Y. SUPP. 462, where a party became the owner of an entire tract of land subject to the covenant to use or suffer the said premises to be used for the erection of first-class private residences only, he was at liberty to deal with it as he saw fit, though the deed conveying a part of it to one of his grantors contained a reference to this restrictive covenant; and where he conveyed separate tracts of the same piece of property to different persons, without attempting to impose any restrictions on the property, *held*, that there are none that the owners can enforce between themselves.

A covenant in a deed of land restricting the mode of its use, and inserted for the benefit of adjoining land of the grantor, will be extinguished by the subsequent vesting in one person of the title to both tracts of land. *Post v. Weil*, 115 N. Y. 361. And it is presumed that such a restriction was inserted for the purpose of protecting rights which the grantor had in adjacent property. *Post v. Weil*, *supra*. At law, these restrictions, although undoubtedly, where not opposed to public policy, are enforceable as contracts between the immediate parties, *Whitney v. Ry. Co.*, 11 Gray (Mass.) 359, could not be enforced by or against assignees, unless created in such form as to constitute covenants, or conditions, or easements. *Langley v. Chapin*, 134 Mass. 82. Courts of equity, however, irrespective of whether a